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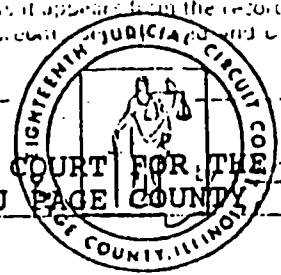
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This is to be a true and correct copy of it appears from the records and files in the Court of the said Court
IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the said Court

Date JUL 5 1985

[Signature]
JOHN W. CLARK, Ill. Clerk

IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT
DU PAGE COUNTY ILLINOIS
County Clerk



PEOPLE OF THE STATE OF ILLINOIS,)
)
Plaintiff,)
)
v.)
)
VENUS LABORATORIES, INC., et al.,)
)
Defendants.)

No. 81 CH 348

SETTLEMENT AGREEMENT AND FINAL ORDER

US EPA RECORDS CENTER REGION 5



507522

Plaintiff, People of the State of Illinois, by Neil F. Hartigan, Attorney General, the Illinois Environmental Protection Agency, and Defendants, Venus Laboratories, Inc. and E. Van Vlahakis, hereby agree to the following as a basis for settlement of this cause.

RECITALS

1. This action for injunction and for civil penalties is brought by Neil F. Hartigan, Attorney General, on behalf of the People of the State of Illinois at the request of the Illinois Environmental Protection Agency (hereinafter "IEPA") pursuant to Section 42 of the Illinois Environmental Protection Act, Ill.Rev.Stat. 1981, Ch. 111-1/2, par. 1042 (hereinafter "Act").

2. The Defendant, Venus Laboratories, Inc. (hereinafter "Venus") is an Illinois corporation engaged in the business of producing and selling specialty chemicals and packaging for said chemicals.

3. The Defendant, E. Van Vlahakis, (hereinafter "Vlahakis"), is the president, treasurer and principal stock-

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CIRCUIT CLERK
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Exhibit "B"

holder of Venus. He is the beneficial owner of the real property known as 855 Lively Blvd., Wood Dale, DuPage County, Illinois.

4. The Defendants, Venus and E. Van Vlahakis, own and/or operate a production and distribution facility located at the aforesaid 855 Lively Blvd. address (hereinafter "Venus facility").

5. The Venus facility includes two concrete industrial waste pits (hereinafter referred to as "IWPs") which are located outside of the plant building near the southeast corner of the building. (The IWPs are designated on the Venus facility sketch which is attached hereto and made part hereto as Exhibit A). These IWPs were connected with certain floor troughs located inside the building. The IWPs were used for the collection, storage and recirculation of floor wastes, wastewater and other liquid wastes produced in the plant. The former functions of the IWPs described above have been replaced by the installation of a self-contained system located in the plant for collection, storage and recirculation of floor wash, waste water and other liquid wastes produced in the plant. This system consists of a 1,500 gallon tank for storage and two plastic tanks approximately 3 feet by 4 feet by 2 feet deep in the floor of the plant area which hook in to the in-floor drainage trenches presently there.

6. The Venus facility also includes an acid storage tank platform located adjacent to the IWPs and a patio storage dock located at the East end of Defendant's plant. Eight storage

tanks are located under the patio storage dock. (The platform and dock areas are designated in the facility sketch attached hereto).

7. Plaintiff has made the following contentions in this lawsuit charging the Defendants with violations of the Act. The Plaintiff's contentions can be summarized as follows:

A. The catch basin and storm sewer system located on the Venus property discharges at three points into the larger municipal storm sewer trunk line. The trunk line in turn discharges into a nearby unnamed intermittent stream. Drainage paths from the Venus facility directly to the nearby stream have also been observed by representatives of the IEPA.

B. Representatives of the IEPA entered the underground trunk line and took grab samples of effluent being discharged to the storm sewer pipes on the following days: 7/20/79, 10/23/80, 4/8/81, 5/11/83 and 8/18/83. The samples were analyzed by the IEPA labs. The analysis results showed inter alia, the following:

- (a) BOD-5 in excess of 5 times the effluent standard on two days;
- (b) Iron (total) in excess of 5 times the effluent standard on three days.
- (c) pH of less than the effluent standard on three days.
- (d) Phenols in excess of 5 times the effluent standard on two days.
- (e) Total suspended solids in excess of 5 times the

effluent standard on two days.

- (f) Zinc in excess of five times the effluent standard on one day.

C. Contaminated effluent was discharged from the Venus facility into a storm sewer which is tributary to an unnamed intermittent stream or directly to the intermittent stream which is a water of the State without an NPDES permit for point source discharges on the following dates: 7/20/79, 10/23/80, 4/15/81, 5/11/83 and 8/18/83.

D. Representatives of the IEPA have observed chemicals or chemical waste which had been spilled, leaked, dumped or otherwise deposited on the land of the Venus facility in such a place and manner that run-off and drainage of the grounds could carry the wastes through the catch basin storm sewer system overland to the nearby stream. Such wastes were observed on the Venus grounds on the following dates: 7/15/80, 8/19/80, 8/21/80, 10/7/80, 10/10/80, 10/23/80, 10/24/80, 11/22/80, 1/5/81, 4/3/81, 4/8/81, 6/8/81, 7/30/81, 9/16/81, 9/22/82, 12/22/82, 3/29/83, 4/14/83, 4/25/83, 5/11/83, 5/12/83, 8/18/83, 9/16/83, 12/30/83, 1/9/84, 4/18/84.

E. Representatives of the IEPA sampled the liquid contained in the catch basin (M-6) located in the Southeastern corner of the Venus facility on several occasions during the period from 11/22/80 to 9/16/83. The samples were analyzed by the IEPA labs. The analysis results showed various levels of contaminants for the samples taken on: 11/22/80, 1/15/81, 4/8/81, 9/16/81, 12/22/82, 4/25/83, 5/11/83 and 5/12/83.

8. The foregoing contentions of Plaintiff have been the basis for Plaintiff charging Defendants with violations of Rules 203, 403, 404, 408 and 901 of the Water Pollution Regulations and Sections 12(a), (f) and (d) and 21(e) of the Act.

9. The Defendants have filed an answer denying the allegations of the complaint and the contentions of Plaintiff herein. The Defendants, while denying all allegations made against them and denying any liability, consider it advisable in order to avoid prolonged litigation to settle all claims of the Plaintiff in connection with the matters alleged herein in the manner and on the terms and conditions set forth below.

FINAL JUDGMENT ORDER

The parties hereto agree as follows:

1. The Defendants, Venus and Vlahakis, shall not cause or allow chemical wastes to be leaked, spilled, dumped or otherwise disposed on the land at the Venus facility. Defendants shall implement or maintain practices and procedures to prevent such leaking, spilling, dumping and deposits immediately.

2. Within 90 days of the date of entry of this order the Defendants shall cease and desist from using the IWPs for the collection and storage of wastewater, floor wash, or any other liquids or sludges and shall plug all inlets to the IWPs with concrete.

3. Within 90 days of the date of entry of this order the Defendants shall remove all the contents (including liquid and sludge) from the IWPs and shall clean the IWPs and repair

them by sealing all cracks with an epoxy and relining the sides and bottoms with 2" - 3" of new concrete.

A. The Defendants shall notify the IEPA when the removal and cleaning is completed to allow inspection by the IEPA.

B. Any pit contents and wastewater from pit cleaning which is not recycled shall be removed from the premises by a licensed special waste hauler and disposed of in compliance with State and Federal laws and regulations.

4. Within 90 days of the date of entry of this order, Defendants shall install in the IWPs a sump pump with manual controls. Thereafter, the IWPs will be kept "empty" to provide a spill containment area for any possible spills from tanks located on the adjacent storage tank platform. "Empty" for purposes of this agreement shall mean a level of 2 inches or less. Provided, however, in the event of heavy rainfall, exceeding 2" within any 48 hour period as measured at O'Hare Airport, the level of the IWPs may rise to not more than 12 inches and Defendants will not be deemed to have violated this agreement. In the event of such heavy rainfall, Defendants shall within one (1) week cause the level of the liquid in the IWPs to be reduced to 2" or less. During said one week period, Defendants shall maintain the ph of the liquid in a range between 6.0 and 9.0.

5. Within 90 days of the date of the entry of this order, Defendants will install an additional 2 - 3 inches of

fresh concrete to the acid tank storage platform and concrete block curbing and seal said concrete with an epoxy seal. Said platform will be sloped towards the IWPs. Defendants agree to maintain the platform area in good repair as required from time to time and wash down any spillage which may fall on the platform area.

6. Within 90 days of the date of entry of this Order, Defendants shall complete paving of an unloading area for tank trucks adjacent to the acid storage tank platform. Any spillage shall immediately be cleaned up and neutralized.

7. Within 90 days of the date of entry of this order, Defendants shall complete paving an area for rolloff refuse receptacles with the dimension of the paved area extending at least 5 feet beyond the dimensions of the longest receptacles used.

8. Defendants will take all reasonable steps to shelter any drums containing liquid materials which are stored on the patio storage dock from rain and snow. Defendants have constructed an overhang to cover the patio storage dock at the East end of Defendants' plant. Within 90 days of the date of entry of this order, Defendants shall install curbing on the North and East sides of said patio storage dock. Any spillage occurring from said drums shall be cleaned up and neutralized upon discovery of same.

9. Beginning 90 days after the date of entry of this order, Defendants shall make regular inspections, on Monday, Wednesday and Friday each week (except holidays), of the patio

storage dock, refuse receptacle pad, tank truck unloading area, IWPs, and the acid tank storage platform. Any spills or leaked material shall be cleaned up immediately upon discovery. Any leaks or standing water in the IWPs shall be remedied immediately subject to the provisions of Paragraph 4 above. Defendants shall maintain a record of their inspections which will be available at reasonable times to the IEPA.

10. Within 90 days of the date of entry of this Order, the Defendants shall have the eight (8) storage tanks located under the patio storage dock pressure tested for leaks. The pressure testing will be performed by an independent testing service using the Kent-Moore test or such other test as may be required by or acceptable to the Wood Dale Fire Department. The Wood Dale Fire Department will observe the testing. Copies of the results will be sent to the IEPA by Venus within 10 days following Venus' receipt of the results. If any leaks in any of the tanks are discovered, the Defendants will take appropriate steps to repair or decommission the leaking tank or tanks within 30 days pursuant to a plan approved by the IEPA.

11. Within 120 days of the date of entry of this order, the Defendants shall remove all floor wash, wastewater, and liquid waste from the underground tanks located under the patio storage dock and thereafter shall not use the underground tanks for storage of floor wash, wastewater or liquid waste.

12. Within 90 days of the date of entry of this order, the Defendants shall install two groundwater monitoring wells on

their facility.

- A. Each well shall be a single cased well with a bentonite seal.
- B. The annulus of the well shall be filled and sealed with cement grout, from the top of the bentonite seal to the ground surface.
- C. The surface area surrounding the well will be filled if necessary to insure that standing water will not accumulate around the well head.
- D. Metal standpipes with covers and locks will be installed over the well casing.
- E. One well will be near the IWPs in the vicinity designated on the attached facility sketch and the other well will be upgradient near the front of the building or near the Northwest side of the property. The exact locations of the wells will be determined by Defendants' engineering geologist.
- F. All field study work including but not limited to logging of borings, field classification of soils, and documentation of procedures must be conducted in accordance with standard methods and certified by a qualified geological scientist or geotechnical engineer.
- G. The complete log of the boring or borings must be provided, as well as the following information:
 - 1. date of boring;
 - 2. location of boring;
 - 3. method of drilling;
 - 4. method of sampling (core samples to be taken every 24 inches);
 - 5. diameter of borehole;
 - 6. elevation of surface of boring referenced to meet sea level to nearest 0.01 foot depth and elevation of the water level in borehole to nearest 0.01 foot;
 - 7. depth and elevation of the water level in borehole to nearest 0.01 foot;

8. depth to and elevation of the zone of saturation, if appropriate;
9. visual description of soil samples (i.e., color, texture, moisture content, etc.);
10. method of monitor well completion or method used to seal and abandon the borehole, whichever is applicable.

H. The screened section of the well shall be installed so that some part of the screened section will extend below the water table in the uppermost zone of saturation as determined at the time of installations by Defendants' engineering geologist.

I. The well casing shall be of 2 inch diameter PVC pipe with screw-type fittings.

13. Within 30 days following completion of the groundwater monitoring wells and approximately every 90 days thereafter for a year (total 5 samplings) the Defendant shall have an independent commercial lab sample and analyze the groundwater for the following parameters: sulfates, COD, TDS, phenols, iron, oil and pH. The lab analysis results shall be sent to the IEPA within 10 days following Defendants' receipt thereof. Split samples shall be provided to the IEPA when and as requested. The IEPA for a period of three years shall be allowed to take samples from the well at the IEPA's expense and upon request will split samples with the Defendants.

14. Representatives of the IEPA may take samples from the industrial waste pits subject to the following terms and conditions:

A. Such samples shall be taken only during Venus'

normal business hours;

- B. Upon arrival at the Venus facility, the IEPA representative shall give personal notice of his presence to Venus' general manager or his designee;
- C. Any and all samples taken of the industrial waste pits shall be done in the presence of Venus' general manager or his designee and approximately one-half of each sample taken at each location shall be given to Venus' general manager or his designee in a container (to be furnished by Venus) sealed and identified by the IEPA representative taking the sample.

15. Within 60 days after entry of this Order, the Defendants shall pay a monetary penalty of \$4,000.00 by certified check or money order payable to the "Environmental Protection Trust Fund" and delivered to the attention of Plaintiff's counsel at:

Environmental Control Division
Office of Attorney General
100 West Randolph - 13th Floor
Chicago, Illinois 60601.

The name and number of the case shall appear on the check or money order.

16. In order to avoid continued litigation between the parties hereto and the expense that would be incurred in connection with such continued litigation, to resolve the differences existing between the parties based on information currently known to the parties and to facilitate the implementation of remedial measures described herein designed to eliminate known potential sources of contamination as soon as possible, the parties agree that this Settlement Agreement and Final Order constitute full settlement of any and all claims against the Defendants alleged

by the Plaintiff in the complaint in this case for the period of time up to the date of entry of this order and of any and all claims against the Defendants by the Plaintiff for violation of the Illinois Environmental Protection Act and regulations enacted pursuant thereto which occurred prior to the date hereof and of which the Plaintiff has knowledge.

The Plaintiff and Defendants expect that the full performance by these Defendants of the commitments made in this Settlement Agreement and Final Order will eliminate the known potential sources of contamination.

This Settlement Agreement and Final Order should not be construed as a waiver or estoppel of the Plaintiff's right to redress future violations and obtain monetary penalties or injunctive relief for violations which occur after the date of entry of this Order.

17. In the event any party to this agreement contends that another party has failed to comply with the terms of this Order, the complaining party shall give written notice to the non-complying party specifying with particularity the nature of the alleged non-compliance. The non-complying party shall have 30 days following receipt of the notice of non-compliance to cure the alleged non-compliance or to respond to the complaining party setting forth specific reasons to support its contention that it has complied with the terms of this Order. No motion or petition to the court shall be made without first complying with the terms of this paragraph. However, this notice provision should not be construed as a waiver by the State of Illinois or the IEPA of any

deadline or requirement or of the right to seek additional relief and penalties for any failure of the Defendants to perform the requirements set out herein by the deadlines specified herein. Written notices to the parties hereunder shall be made by registered or certified United States mail, postage prepaid, addressed to the respective party at the address indicated below, which addresses may subsequently be changed by written notice as above provided:

To the Plaintiff:

Gerhardt Braeckel
Assistant Attorney General
Environmental Control Division
100 West Randolph
13th Floor
Chicago, Illinois 60601

To Venus:

Venus Laboratories, Inc.
Attn: General Manager
855 Lively Blvd.
Wood Dale, Illinois 60191

To Vlahakis:

E. Van Vlahakis
16727 Bolero
Huntington Beach, California 92649

With a Copy (Regarding
Notices to Venus or
Vlahakis) to:

Robert A. Sternberg, Esq.
20 N. Clark Street, Suite 1725
Chicago, Illinois 60602

None of the parties to this proceeding shall recover of and from any other party any costs or attorneys' fees which such party may have sustained in connection with this cause, but all such costs,

having been paid, shall remain with and be taxed to the parties who shall heretofore have incurred such costs.

18. Court approval of this agreement is a condition precedent to consummation of this agreement.

19. This Settlement Agreement and Final Order may be executed by the parties in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

20. This Court shall retain jurisdiction in this case for the purpose of permitting the parties to this Order to apply to this Court at any future time for such further orders and directions as may be necessary for the construction, implementation or enforcement of this Order.

DATE: June 6, 1985

ENTER:

John D. [Signature]
J U D G E

FINAL ORDER

AGREED:

PLAINTIFF:

People of the State of Illinois

By: Neil F. Hartigan,
Attorney General

By: [Signature]
Asst. Attorney General

DEFENDANTS:

Venus Laboratories, Inc.

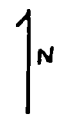
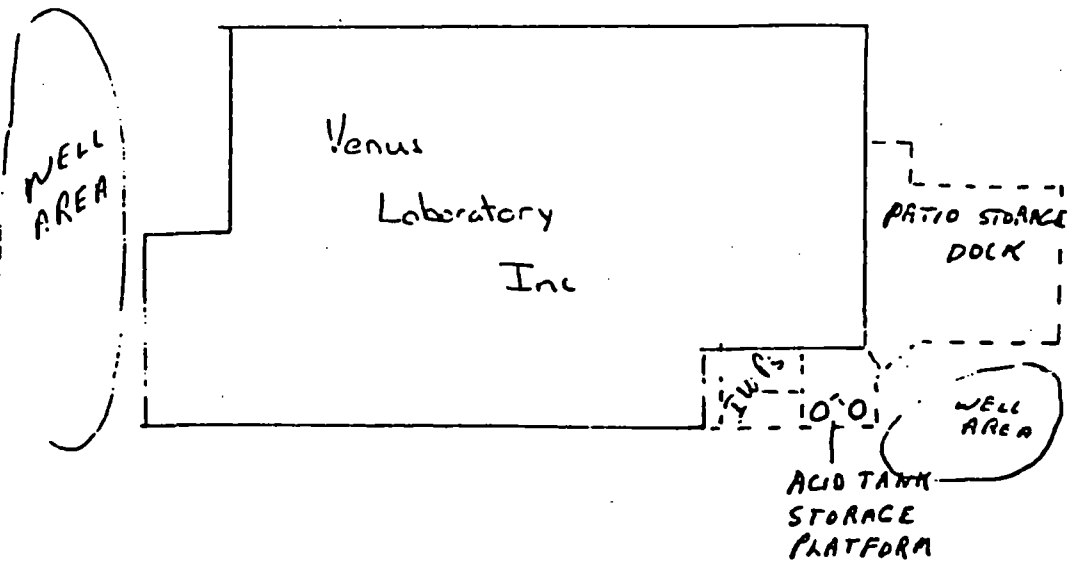
By: _____
Its President

E. Van Vlahakis, personally

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

By: Joseph E. Svobeda
JOSEPH E. SVOBODA, Manager,
Enforcement Program

LIVELY BLVD.



VENUS LABORATORY SITE
855 LIVELY BLVD.
WOOD DALE, IL

98

JOHN W. COCKRELL, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify this to be a true and correct copy as it appears from the records and files in my office.
IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the said Court
Date JUL 5 1985
JOHN W. COCKRELL, Clerk
Deputy Clerk

IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS
Plaintiff,
vs.
VENUS LABORATORIES, INC., et al
Defendant,

No. 81 CH 348

AGREED ORDER AND ADDENDUM TO SETTLEMENT AGREEMENT AND FINAL ORDER

On or about May 6, 1985 the Defendants Venus and Vlahakis had the eight storage tanks located under the patio storage docks pressure tested. The results of the pressure tests indicated that tanks Nos. 4 and 7 were leaking.

It Is Hereby Agreed and Ordered:

1. The Defendants Venus and Vlahakis shall remove and dispose of the contents of tanks Nos. 4 and 7 and take said tanks out of service pursuant to a plan which shall include, but not be limited to, points 1 through 6 set out in the letter of Plaintiff's Counsel to Defendants's Counsel dated June 5, 1985, a copy of which is attached hereto as Exhibit A.

2. Nothing in this Agreed Order and Addendum to Settlement Agreement and Final Order and nothing in the Settlement Agreement and Final Order entered on June 6, 1985 shall be construed as precluding the Plaintiff from seeking any further relief against the said Defendants, and each of them, to abate any past or ongoing violation of State law resulting directly or indirectly from any release of contaminants from the patio storage

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dock tanks. Likewise the said Defendants shall not be precluded from contesting any such further relief which may be sought by the Plaintiff.

Date: June 6, 1985

Enter: John J. [Signature]

Agreed

Plaintiff:

People of the State of Illinois
Neil F. Hartigan

By [Signature]

Assist. Attorney General

Defendants:

Venus Laboratories, Inc.
E. Van Vlahakis

By: [Signature]

One of their attorneys